

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
CINCINNATI DIVISION

JAMESTOWN VILLAGE)
CONDOMINIUM ASSOCIATION,)
Plaintiff,)
v.) Case No.: 1:19-cv-148
TRAVELERS CASUALTY INSURANCE)
COMPANY OF AMERICA,)
Defendant.)

COMPLAINT

Plaintiff, Jamestown Village Condominium Association, by its undersigned attorneys, for its complaint against Defendant, Travelers Casualty Insurance Company of America, states:

1. At all times relevant, Plaintiff, Jamestown Village Condominium Association (“Plaintiff” or “Jamestown”), was and is a citizen of Ohio, being an Ohio not-for-profit corporation with its principle place of business in Anderson, Ohio, and was and is the owner of four condominium buildings located in Anderson, Ohio (“the Buildings” or “the insured premises”).
2. At all times relevant, Defendant, The Travelers Indemnity Company (“Travelers”), was and is a Connecticut citizen, being a Connecticut corporation with its principle place of business in Hartford, Connecticut.
3. This Court has subject matter jurisdiction over this matter pursuant to Title 28, U.S.C. § 1332 (c)(1) because there is complete diversity of citizenship of the parties and the amount in controversy exceeds \$75,000.
4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Plaintiff resides in this judicial district and the events giving rise to their claims occurred in this judicial district.

Additionally, Travelers does business and/or transacts business in this judicial district and, therefore, it is subject to personal jurisdiction in this judicial district and resides here for venue purposes.

5. Travelers issued to Jamestown a property and casualty insurance policy effective January 1, 2017 to January 1, 2018 (“the insurance policy”). A copy of the insurance policy is attached as Exhibit A.

6. Under the “Businessowners Property Coverage Special Form” of the insurance policy, Travelers insured against direct physical loss of or damage to the Buildings caused by or resulting from a covered cause of loss.

7. Under the “Businessowners Property Coverage Special Form” of the insurance policy, covered causes of loss are risks of direct physical loss unless the loss is limited or excluded in the insurance policy.

8. Losses caused by hail and wind are not limited or excluded under the terms and conditions of the insurance policy and, therefore, are covered causes of loss.

9. On or about March 1, 2017, while the insurance policy was in full force and effect, the roofs of the Buildings were damaged by hail and wind (“the loss”).

10. Jamestown submitted a claim to Travelers under the insurance policy.

11. Jamestown has substantially performed all post-loss conditions required by the insurance policy to be performed by it, requested of it, and/or not waived by Travelers including, but not limited to (a) paying the premium for the insurance policy, (b) giving notice of the loss to Travelers, (c) cooperating with Travelers in its investigation of the loss and the subsequent claim, and (d) filing suit against Travelers within two years of the loss.

12. It is Travelers' duty to pay Jamestown the amount due under the insurance policy for the covered loss, including the cost to replace the damage to the roofs of the Buildings.

13. Although requested to do so, Travelers has failed to pay for the covered loss sustained by Jamestown, including the cost to replace the damage to the roofs of the Buildings, thus breaching the insurance policy.

14. This breach of the insurance contract was and is the direct and proximate cause of damages to Jamestown in an amount in excess of \$75,000.

WHEREFORE, Plaintiff, Jamestown Village Condominium, prays for judgment in its favor and against Defendant, Travelers Casualty Insurance Company of America, in an amount in excess of \$75,000, plus prejudgment interest and costs.

Plaintiff Demands Trial by Jury.

/s/ Stephen G. Whetstone
Stephen G. Whetstone, Esq.
WHETSTONE LEGAL, LLC
Post Office Box 6
2 N. Main St., Unit 2
Thornville, OH 43076
P: 740-785-7730
F: 740-205-8898
steve@whetstonelegal.com

Edward Eshoo, Jr.
MERLIN LAW GROUP
181 West Madison, Suite 3475
Chicago, Illinois 60602
Telephone: (312) 260-0806
Facsimile: (312) 260-0808
eeshoo@merlinlawgroup.com

Attorneys for Plaintiff